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Steven Lundberg

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05/30/2008

SCHWEGMAN, LUNDBERG & WOESSNER, P.A.

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EXAMINER

KOPPIKAR, VIVEK D

ART UNIT

PAPER NUMBER

3626

MAIL DATE

DELIVERY MODE

05/30/2008

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/710,558	Applicant(s) LUNDBERG, STEVEN	
	Examiner VIVEK D. KOPPIKAR	Art Unit 3626	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 27 March 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-24 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☐ Claim(s) _____ is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Status of the Application

1. Claims 1-24 have been examined in this application. This communication is in response to the "Amendment" and "Remarks" filed on January 25, 2007.

Claim Rejections - 35 USC § 103

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1-24 are rejected under 35 U.S.C. 103(a) as being unpatentable over "How to Control Your Company's Legal Costs" by Harry J. Maue (hereinafter referred to as Maue) in view of US Patent Number 5,970,478 to Walker and in even further view of US Patent Number 6,360,209 to Loeb.

(A) As per claim 1, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6):

an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs (for one or more or customers). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm). At the time

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of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of accounting for the costs incurred on behalf of clients, as recited in Walker (Col. 2, Ln. 41-44).

Walker in view of Maue do not teach the following which is taught by Loeb:

the step of to determining a separate charge in relation to each respective out-of-pocket cost wherein the charge is determined prior to invoicing the client for the out-of-pocket cost, and wherein the charge is determined at least in part based on a cost associated with financing the out-of-pocket costs (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card billing statement contains separate charges for each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the combined teachings of Walker in view of Maue with these aforementioned teachings from Loeb with the motivation of having a means of producing a credit card statement having improved billing information, as recited in Loeb (Col. 2, Ln. 38-45).

(B) As per claim 2, Maue teaches the concept that law firms incur “out-of-pocket” expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6):

an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs (for one or more or customers). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm). At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of accounting for the costs incurred on behalf of clients, as recited in Walker (Col. 2, Ln. 41-44).

Walker in view of Maue do not teach the following which is taught by Loeb: the step of to determining a separate charge in relation to each respective out-of-pocket cost wherein the charge is determined prior to invoicing the client for the out-of-pocket cost, and wherein the charge is determined at least in part based on a cost associated with services related to a loan of funds to pay the out-of-pocket cost (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card billing statement contains separate charges for each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

(C) As per claim 3, Maue teaches the concept that law firms incur “out-of-pocket” expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the

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following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6):

an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs (for one or more or customers), the one or more computers further programmed to generate at least one client invoice including a billing for one of the out-of-pocket costs (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13 and Col. 5, Ln. 57-Col. 6, Ln. 7) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm). At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of accounting for the costs incurred on behalf of clients, as recited in Walker (Col. 2, Ln. 41-44).

Walker in view of Maue do not teach the following which is taught by Loeb:

the step of to determining a separate charge in relation to each respective out-of-pocket and the step of generating an invoice to include a respective separate charge, wherein the charge is determined prior to invoicing the client for the out-of-pocket cost, and wherein the charge is determined at least as a function of the cost of financing the out-of-pocket costs (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card billing statement contains separate charges for each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office

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therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

(D) As per claim 4, Maue teaches the concept that law firms incur “out-of-pocket” expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6):

an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs, the one or more computers further programmed to generate at least one client invoice including a billing for one of the out-of-pocket costs (for one or more or customers). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13 Col. 5, Ln. 57-Col. 6, Ln. 7) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm). At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of accounting for the costs incurred on behalf of clients, as recited in Walker (Col. 2, Ln. 41-44).

Walker in view of Maue do not teach the following which is taught by Loeb: the step of to determining a separate charge in relation to each respective out-of-pocket cost and the step of generating an invoice to include a respective separate charge, wherein the charge is determined prior to invoicing the client for the out-of-pocket cost, and wherein the charge is determined at least in part based on a cost associated with services related to a loan of funds to pay the out-of-pocket cost (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card

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billing statement contains separate charges for each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

(E) As per claim 5, Maue teaches the concept that law firms incur “out-of-pocket” expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6):

an apparatus comprising one or more computers programmed to record data indicative of a plurality of out-of-pocket costs (for one or more or customers). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13 and Col. 5, Ln. 57-Col. 6, Ln. 7) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm). At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of accounting for the costs incurred on behalf of clients, as recited in Walker (Col. 2, Ln. 41-44).

Walker in view of Maue do not teach the following which is taught by Loeb: the step of to determining a separate charge in relation to each respective out-of-pocket cost, wherein the charge is determined prior to invoicing the client for the out-of-pocket cost, and wherein the charge is a function of the cost of financing out-of-pocket costs (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card billing statement contains separate charges for

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each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

(F) As per claim 6, Maue teaches the concept that law firms incur “out-of-pocket” expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6):

apparatus comprising one or more computers programmed to record data indicative of a plurality of out-of-pocket costs, the one or more computers further programmed to record at least one client invoice including a billing for one of the out-of-pocket costs (for one or more or customers). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13 and Col. 5, Ln. 57-Col. 6, Ln. 7) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm). At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of accounting for the costs incurred on behalf of clients, as recited in Walker (Col. 2, Ln. 41-44).

Walker in view of Maue do not teach the following which is taught by Loeb: the step of to determining a separate charge in relation to each respective out-of-pocket cost and wherein the computer is programmed to record at least one client invoice including a respective separate charge, wherein the charge is determined prior to invoicing the client for the out-of-pocket cost,

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and wherein the charge is a function of the cost of financing the out-of-pocket costs (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card billing statement contains separate charges for each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

(G) As per claim 7, Maue teaches the concept that law firms incur “out-of-pocket” expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6):

an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs (for one or more or customers) and further wherein the one or more computers are programmed to record a first data item corresponding to an amount owed by the law firm to a third party in regard to the separate charge. (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13 and Col. 5, Ln. 57-Col. 6, Ln. 7) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm). At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of accounting for the costs incurred on behalf of clients, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its

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credit accounts are used by clients (Walker: Col. 1, Ln. 10-13 and Col. 5, Ln. 57-Col. 6, Ln. 7) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm).

Walker in view of Maue do not teach the following which is taught by Loeb: the step of to determining a separate charge in relation to each respective out-of-pocket cost and the step of generating a second data item corresponding to an amount billed to a client in regard to the separate charge, wherein the charge is determined prior to invoicing the client for the out-of-pocket cost, and wherein the charge determined at least in part as a function of the cost of financing the out-of-pocket costs (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card billing statement contains separate charges for each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

(H) As per claim 8, Maue teaches the concept that law firms incur “out-of-pocket” expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6):

an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs (for one or more customers) and further wherein the one or more computers are programmed to record a first data item corresponding to an amount owed by the law firm to a third party in regard to the separate charge. (Note: Walker does not state that

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the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm).

Walker in view of Maue do not teach the following which is taught by Loeb: the step of to determining a separate charge in relation to each respective out-of-pocket cost and further wherein a computer is programmed to record a second data item corresponding to an amount billed to a client in regard to the separate charge, wherein the charge is determined prior to invoicing the client for the out-of-pocket cost, and wherein the charge determined at least in part based on a cost associated with services related to a loan of funds to pay the out-of-pocket cost (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card billing statement contains separate charges for each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

(I) As per claim 9, Maue teaches the concept that law firms incur “out-of-pocket” expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6):

an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs (for one or more customers) and further wherein the one or more computers are programmed to record a first data item corresponding to an amount owed by the law firm to a third party in regard to the separate charge. (Note: Walker does not state that

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the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13 and Col. 5, Ln. 57-Col. 6, Ln. 7) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm).

Walker in view of Maue do not teach the following which is taught by Loeb: the step of determining a separate charge in relation to each respective out-of-pocket cost and further wherein a computer is programmed to record a second data item corresponding to an amount billed to a client in regard to the separate charge, and wherein the charge is determined prior to invoicing the client for the out-of-pocket cost, wherein the charge is determined at least in part based on a cost associated with services related to a loan of funds to pay the out-of-pocket cost (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card billing statement contains separate charges for each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

(J) As per claim 10, Maue teaches the concept that law firms incur “out-of-pocket” expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 7):

an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs (for one or more customers) and wherein the one or more computers are further programmed to record a first data item corresponding to an amount owed

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by the law firm to a third party in regard to the separate charge; (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm).

Walker in view of Maue do not teach the following which is taught by Loeb: the step of determining a separate charge in relation to each respective out-of-pocket cost and further wherein a computer is programmed to record a second data item corresponding to an amount billed to a client in regard to the separate charge, and wherein the charge is determined prior to invoicing the client for the out-of-pocket cost, wherein the charge is determined at least in part based on a cost associated with services related to a loan of funds to pay the out-of-pocket cost (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card billing statement contains separate charges for each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

(K) As per claim 11, Maue teaches the concept that law firms incur “out-of-pocket” expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6):

an apparatus comprising one or more computers programmed to record data indicative of a plurality of out-of-pocket costs (for one or more customers) , wherein the one or more computers are further programmed to record a first data item corresponding to an amount owed

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by the law firm to a third party in regard to the separate charge.. (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm).

Walker in view of Maue do not teach the following which is taught by Loeb: the step of determining a separate charge in relation to each respective out-of-pocket cost and further wherein a computer is programmed to record a second data item corresponding to an amount billed to a client in regard to the separate charge, and wherein the charge is determined prior to invoicing the client for the out-of-pocket cost, wherein the charge is a function of the cost of financing the out-of-pocket costs and, further wherein the computer is programmed to record a second data item corresponding to an amount billed to a client in regard to the separate charge (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card billing statement contains separate charges for each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

(L) As per claim 12, Maue teaches the concept that law firms incur “out-of-pocket” expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 7):

an apparatus comprising one or more computers programmed to record data indicative of a plurality of out-of-pocket costs (for one or more customers) and wherein the one or more

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computers are further programmed to record a first data item corresponding to an amount owed by the law firm to a third party in regard to the separate charge. (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13 and Walker: Col. 5, Ln. 56-Col. 6, Ln. 7) and the examiner takes the position that a client or user of the credit card account of Walker can be a law firm).

Walker in view of Maue do not teach the following which is taught by Loeb:

the step of to determining a separate charge in relation to each respective out-of-pocket cost and further wherein a computer is programmed to record a second data item corresponding to an amount billed to a client in regard to the separate charge, and wherein the charge is determined prior to invoicing the client for the out-of-pocket cost, wherein the charge is a function of the cost of financing the out-of-pocket costs and, further wherein the computer is programmed to record a second data item corresponding to an amount billed to a client in regard to the separate charge (Loeb: Col. 4, Ln. 47-62) (Note: Loeb does not, per se, state that its the credit card billing statement contains separate charges for each service that is charged however it does state that each individual service will be separately billed (i.e. separately listed) on a credit card statement. The Office therefore takes the position that each individual service will then include the finance charge associated with the service along with the actual price of the service.)

(M) As per claims 13-24, these claims repeat features previously addressed in the rejection of claims 1-12, above, respectively, (they differ only in that they are directed to method claims rather than apparatus claims) and are, therefore, rejected on the same basis. (Note: The preamble of these claims recites a law firm accounting system which Maue, Walker and Loeb do

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not explicitly disclose. However, the examiner takes Official Notice with respect to this feature.

At the time of the invention it would have been obvious for one of ordinary skill in the art to have modified the system of Maue in view Walker with the above feature with the motivation of providing a law firm with a means of tracking the costs that they had incurred for providing services to their clients and also, having a means of tracking costs they had incurred for financing these costs that they had incurred on behalf of their clients.

Response to Arguments

4. Applicant's arguments filed on March 27, 2008 with respect to the pending claims (Claims 1-24) have been considered but are moot in view of the new grounds of rejection.

Conclusion

5. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

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Any inquire concerning this communication or earlier communications from the examiner should be directed to Vivek Koppikar, whose telephone number is (571) 272-5109. The examiner can normally be reached from Monday to Friday between 8 AM and 4:30 PM.

If any attempt to reach the examiner by telephone is unsuccessful, the examiner's supervisor, Joseph Thomas, can be reached at (571) 272-6776. The fax telephone numbers for this group are either (571) 273-8300 or (703) 872-9326 (for official communications including After Final communications labeled "Box AF").

Another resource that is available to applicants is the Patent Application Information Retrieval (PAIR). Information regarding the status of an application can be obtained from the (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAX. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, please feel free to contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Sincerely,
Vivek Koppikar
5/30/2008

/Robert Morgan/
Primary Examiner, Art Unit 3626